act the consequences of which were not intended by the defendant and could not reasonably have been foreseen and avoided, whereas the latter is used to denote an act the consequences of which were intended, but with an erroneous belief that some external circumstances existed which justified it. Salmond, Torts (4th ed.) § 3. It is generally held that one is not liable for accidents, *Morris* v. *Platt* (1864) 32 Conn. 75; *Stanley* v. *Powell* [1891] 1 Q. B. 86, but is responsible for his mistakes. *Bazely* v. *Clarkson* (1681) 3 Lev. *37; *Dexter* v. *Cole* (1858) 6 Wis. *319; *contra, Paxton* v. *Boyer* (1873) 67 Ill. 132. The act complained of in the principal case is apparently more of a mistake than an accident, so that the defendant would seem to be liable irrespective of any Sunday law; but if it be considered an accident, his liability is doubtful. A plaintiff may recover for a breach of statutory duty causing injury to him where the statute has been passed for his protection. *Willy* v. *Mulledy* (1879) 78 N. Y. 310, but not where the statute was enacted to prevent some other mischief, *Gorris* v. *Scott* (1874) 9 Exch. 125, unless the violation directly causes the injury. *Inhabitants of Hyde Park* v. *Gay* (1876) 120 Mass. 589. Where an act is committed which is a violation of a right of the plaintiff given him by law the defendant is liable for more remote consequences of that act, *Wyant* v. *Crouse* (1901) 127 Mich. 158, 86 N. W. 527, but where the injury to the plaintiff is in violation of a statute which gives the plaintiff no personal rights, it would seem that the normal rules of proximate cause should be applied, and that the violation of the statute should be considered only as a circumstance. See *Gross* v. *Miller* (1894) 93 Iowa, 72, 61 N. W. 385; *Hughes* v. *Atlanta Steel Co.* (1911) 136 Ga. 511, 71 S. E. 728. By parity of reasoning, the mere fact that the plaintiff was also engaged in a violation of the law should not prevent his recovery in absence of proof that his violation directly contributed to his own injury. *Gross* v. *Miller, supra*; *Hughes* v. *Atlanta Steel Co. supra*; *contra, McGrath* v. *Merwin* (1873) 112 Mass. 467, changed by Mass. Gen. Laws (1884) c. 37. To hold otherwise would be to impose an additional penalty for a violation of the statute not contemplated by the legislature, and would in effect make one who violated a Sunday law forfeit all right to protection from the wantonness of others. See *Gross* v. *Miller, supra.*

BANKRUPTCY—HUSBAND AND WIFE—ESTATES BY THE ENTIRETY—DISCHARGE OF LIEN.—The defendant secured a judgment against husband and wife jointly which became a lien on an estate held by them in the entirety. Within four months a petition in bankruptcy was filed against the husband. The trustee made no claim to the estate by the entirety, but the defendant submitted his claim and received his share as a general creditor. The defendant now wishes to exercise his lien on the estate. In a suit to enjoin the sale, *held,* that under § 67f of the Federal Bankruptcy Act (30 Stat. 565, U. S. Comp. Stat. 1916, § 9651) the filing of the petition within four months and the subsequent adjudication of bankruptcy vacated the judgment lien as to the husband and therefore the estate could not be sold to satisfy it. *Ades* v. *Kaplan* (Md. 1918) 103 Atl. 94.

The discharge of the husband does not affect the liability of the wife where she is the co-debtor of her bankrupt husband, *Love* v. *McGill* (1906) 41 Tex. Civ. App. 471, 91 S. W. 246; *Security Savings Bank* v. *Scott* (1906) 3 Cal. App. 687, but a creditor of one spouse

cannot generally satisfy his claim out of an estate held by the entirety. 18 Columbia Law Rev. 605, *infra*. If, then, the lien was discharged as against the husband under § 67f, the instant case would seem sound in holding that the estate is no longer subject thereto. It should be borne in mind, however, that a trustee in bankruptcy acquires no greater rights than a creditor and therefore he acquires no interest in an estate by the entirety under the prevailing view; if he acquires a contingent title it is defeasible and worthless, *ibid, supra*, and he has an option to accept it or not. *Matter of Cogley* (D. C. 1901) 107 Fed. 73. If a lien on an estate by the entirety is created four months before the filing of the petition, it remains valid after the husband receives his personal discharge. *Frey* v. *McGaw* (1915) 127 Md. 23, 95 Atl. 960. In *Humberd* v. *Collings* (1898) 20 Ind. App. 93, 50 N. E. 14, it was held that a tax lien on property held by the entirety, having been declared void as to the husband, was also void as to the wife, but that case turned on the fact that the judgment was *in rem* and not in *personam*. In cases like the instant one, it is submitted that the four months period has no application, for if no title ever passed to the trustee, the lien is not divested, *Miller* v. *Barto* (1910) 247 Ill. 104, 93 N. E. 140; but *cf. Chicago, etc., R. R.* v. *Hall* (1913) 229 U. S. 511, 33 Sup. Ct. 885, and if he exercised his option to reject a worthless title, the lien still remained on the property as regards the bankrupt. *Rochester Lumber Co.* v. *Locke* (1903) 72 N. H. 22, 54 Atl. 705; *M'Carty* v. *Light* (1913) 155 App. Div. 36, 139 N. Y. Supp. 853; but see *contra, People's Nat. Bank* v. *Maxon* (1915) 168 Iowa 318, 150 N. W. 601. The purpose of striking down the lien is to avoid an unfair preference as among creditors and therefore it is only struck down in favor of the trustee and his grantees, but not in favor of third persons. *New Orleans, etc., Co.* v. *Grisson* (1902) 79 Miss. 662, 31 So. 336. *Hutchins* v. *Cantu* (Tex. Civ. App. 1902) 66 S. W. 138. These considerations were not raised by the court in the principal case, but they appear to be controlling and therefore the decision seems unsound.

BANKRUPTCY—HUSBAND AND WIFE—ESTATES BY THE ENTIRETY—TITLE OF TRUSTEE.—A trustee in bankruptcy brought proceedings to recover certain property alleged to belong to the estate of the bankrupt husband. The property consisted of a contract whereby the husband and wife were to purchase land as tenants by the entirety. *Held,* this interest constituted an estate by the entirety and did not pass to the trustee of the husband. *In re Berry* (D. C. E. D. Mich. 1917) 247 Fed. 700.

Under § 70a (5) of the Bankruptcy Act (30 Stat. 565, Comp. Stat. 1916, § 9654) the trustee is vested with the title of the bankrupt to all property which the bankrupt might have transferred or which might have been levied upon and sold on execution. What property falls within this clause is to be determined by the law of the state in which it is located. *In re Butterwick* (D. C. 1904) 131 Fed. 371. In the case of estates by the entirety it is generally held that they are not subject to execution under the Married Women's Acts for the debts of either spouse, *Stifel's, etc., Co.* v. *Saxy* (Mo. 1918) 201 S. W. 67; *Hood* v. *Mercer* (1909) 150 N. C. 699, 64 S. E. 897, but jurisdictions vary in this respect, *Hiles* v. *Fisher* (1895) 144 N. Y. 306, 39 N. E. 337, and hence the rights of the assignee in insolvency vary accordingly. *Laird* v. *Perry* (1902) 74 Vt. 454, 52 Atl. 1040. A favorite view is that a contingent lien is created which will become effective